

Residential Tenancies Tribunal

Application 2025-0387-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 11:01 a.m. on 3-June-2025.
2. The applicant, [REDACTED], represented by [REDACTED], hereinafter referred to as "the landlord", attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as "the tenant", attended via teleconference.

Preliminary Matters

4. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of the hearing personally, on 21-May-2025 (LL#1). The tenant acknowledged receiving the notice of the hearing, however testified it was on 22-May-2025. In accordance with the *Residential Tenancies Act, 2018*, I accept this to be a good service. As the tenant was properly served, I proceeded with the hearing.
5. There was a written fixed term rental agreement which commenced in August-2023 for one year and transferred to month-to-month relationship. However, the tenant stated that the tenancy remains a fixed-term agreement, as he signed a new rental agreement with the new owner in January-2025. The rental agreement referred to by the tenant was not signed by the landlord, therefore I accept that the parties were in a month-to-month relationship. Rent is \$800.00 per month due on 1st of each month. A security deposit of \$400.00 was collected on 4-August-2023 and is still in the landlord's possession.

Issues before the Tribunal

6. The landlord is seeking:
 - Vacant Possession of the Rented Premises;

Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.

8. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 19: Notice where failure to pay rent and the following section of the *Residential Tenancies Policy*: Section 9-1: Notice of Termination.

Issue #1: Vacant Possession of the Rented Premises

Relevant Submission

9. The landlord submitted a copy of termination notice issued to the tenant on 14-April-2025 under Section 19: Notice where failure to pay rent with a termination date of 30-April-2025 (LL#2).

Landlord's Position

10. The landlord is seeking vacant possession of the residential premises, stating that the tenant failed to pay rent for the months of April, May, and June. The landlord's representative testified that a termination notice was served electronically on 14-April-25. As rent remained unpaid after the notice was served, the landlord is requesting an order for vacant possession.

Tenant's Position

11. The tenant did not dispute receiving the termination notice issued by the landlord and that the rent is remaining unpaid; however, he explained that, following the change of ownership, he did not receive clear or accurate information on how to make a direct deposit for rent payments to the new landlord. He stated that he attempted to clarify the payment method but was not provided with proper direct deposit details despite asking multiple times.
12. The tenant further testified that he mistakenly sent the payment to the previous landlord in April. Upon realizing the error, he attempted to reverse or cancel the transaction, but shortly after, his bank account was frozen, preventing him from making further payments. He argued that he made efforts to correct the situation but was unable to proceed due to lack of clear communication and subsequent financial complications.

Analysis

13. The notice was served under Section 19 of the *Residential Tenancies Act, 2018*, which states:

Notice where failure to pay rent

19. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b),

(b) where the residential premises is

- i. rented from month to month,
 - ii. rented for a fixed term, or
 - iii. a site for a mobile home, and

the amount of rent payable by a tenant is overdue for 5 days or more, the landlord may give the tenant notice that the rental agreement is terminated and that the tenant is required to vacate the residential premises on a specified date not less than 10 days after the notice is served on the tenant.

(4) In addition to the requirements under section 34, a notice under this section shall

- a. be signed by the landlord;
- b. state the date on which the rental agreement terminates and the tenant is required to vacate the residential premises; and
- c. be served in accordance with section 35.

14. I accept the landlord's and tenant's testimony, that the tenant was in rental arrears when the termination notice was served, and that rent was not paid for the months of April, May and June.

15. After hearing the tenant's explanation that he did not receive the information on how to make rental payments, I asked the landlord's representative whether the tenant was provided with the necessary information for rent payments following the change in ownership of the rental unit in January. The landlord's representative testified that the tenant had successfully paid rent to the new landlord in February and March via e-transfer, which demonstrates that the tenant was provided with the correct payment information. Therefore, the landlord submits that the tenant had the necessary details to continue making rent payments and is responsible for the arrears that accrued thereafter.

16. I accept that following the change in ownership, it was the responsibility of the new landlord to provide the tenant with sufficient and clear instructions on how to submit rent payments. The tenant acknowledged difficulties in obtaining direct deposit but given his successful payment history in February and March, I find that he had the necessary knowledge and means to make timely rent payments.

17. Accordingly, I accept the landlord representative's and tenant's testimony that the termination notice was delivered in compliance with the legislative requirements on 14-April-25. In accordance with Section 19 of the *Act*, the termination notice submitted by the landlord provided the tenant with not less than 10 days from the date the notice was served to vacate the premises. Therefore, the termination notice issued on 14-April-2025 meets all procedural requirements of the *Act* and is a valid notice.

Decision

18. The tenant should have vacated the property by 30-April-2025.

Decision

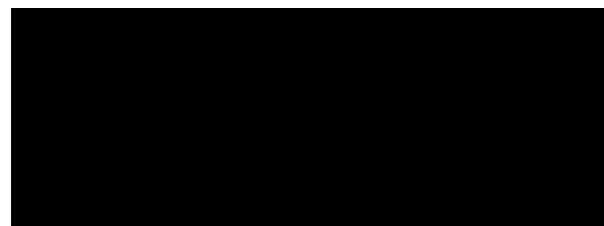
19. The tenant shall vacate the property immediately.

20. The tenant shall pay to the landlord any costs charged to the landlord by the Office of the High Sheriff should the landlord be required to have the Sheriff enforce the attached Order of Possession.

21. The landlord will be awarded an Order of Possession.

June 4, 2025

Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office